



County of San Luis Obispo General Services Agency

## COUNTY INFORMATION TECHNOLOGY

Janette D. Pell, Director

Guy W. Savage, Deputy Director

### REQUEST FOR PROPOSAL PS- #1187 UTILITY EXPLORATION AND MARKING

July 19, 2012

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for Utility Exploration and Marking.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at [http://www.slocounty.ca.gov/GSA/Purchasing/Current Formal Bids and Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm). Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit (2) two hard copies and one (1) electronic copy (on CD or DVD) of your proposal by **Friday, August 10, 2012 by 3:00 p.m.** to:

County of San Luis Obispo  
Phill Haley, GSA Purchasing  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Guy Savage at: [GSavage@co.slo.ca.us](mailto:GSavage@co.slo.ca.us). All questions will receive a response within 3 business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at the link above. The County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

PHILL HALEY  
Buyer – GSA Purchasing  
[PHaley@co.slo.ca.us](mailto:PHaley@co.slo.ca.us)

**TO:                    ALL PROSPECTIVE BIDDERS**  
**SUBJECT:           LOCAL BIDDERS PREFERENCE**

The County of San Luis Obispo has established a local vendor preference. All informal and formal bids for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1.        Those contracts which State Law requires be awarded to the lowest responsible bidder.
2.        Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate bids considering the local vendor preference described above. The burden of proof will lie with bidders relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective bidders are encouraged to quote the lowest prices at which you can furnish the items or services listed in County bids.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: \_\_\_\_\_

Authorized Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**TO:            ALL PROSPECTIVE BIDDERS**

**SUBJECT:    POLICY ON PURCHASING PRODUCTS MADE WITH OR CONTAINING  
 CHLOROFLUOROCARBONS (CFC's)**

Summary

Many products contain chlorofluorocarbons (CFC's), a known depleter of ozone in the atmosphere. Under the U.S. Clean Air Act and the Montreal Protocol on Substances that Deplete the Ozone Layer, CFC production for use in industrialized nations is to be totally phased out by January 1, 1996. There are still many products on the market that contain CFC's or are made with CFC's. The Department of General Services, purchasing staff must identify products made with or containing CFC's and purchase alternative products whenever practical and possible.

Policy

To this end, it shall be the policy of the County of San Luis Obispo that all bidders, who wish to do business with the County are required to identify all products that contain CFC's or use CFC's in the manufacturing or shipping processes. Bidders are required to identify alternative products that do not use CFC's, for possible purchase by the County.

Bidder Response

	YES	NO
Do any products offered herein contain CFC's or use CFC's in the manufacturing or shipping process?		
If yes, please offer an alternative product by copying bid forms and submitting an alternate bid. Will you offer an alternate?		
Please provide any other information that may be helpful to the County. Attachments are acceptable.		

Bidder: \_\_\_\_\_

**PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of [2] two hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on August 10, 2012. Late proposals will not be considered and will be returned, unopened.

2. All correspondence should be directed to:

San Luis Obispo County  
General Services Agency  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
ATTENTION: PHILL HALEY  
Telephone: (805) 781-5200

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.

4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.

5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.

6. This Request for Proposal does not constitute an offer of employment or to contract for services.

7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.

8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.

9. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.

10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.

11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

12. The successful proposer is expected to execute a contract similar to the contract in Attachment-C. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and

conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. Insurance requirements are outlined in the Sample Contract in Attachment-C.

13. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:** The data on pages \_ of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

14. An electronic copy of your proposal must be included. This electronic copy must include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if your firm is Acme Inc. and you are responding to RFP #1101, your Acrobat (pdf) file would be named: **ACME 1101.pdf**)

Additionally, if you deem any part of your proposal as proprietary and not to be disclosed under the California Public Records Act as explained in item 13 above, please mark the CD with the phrase "**Proprietary Information Included**". This can be hand written or printed on the CD label.

**PROPOSAL FORMAT**

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
  - a. Type of organization, size, professional registration and affiliations.
  - b. Names and qualifications of personnel to be assigned to this project.
  - c. Outline of recent projects completed that are directly related to this project. Contractor is required to demonstrate specific design and project expertise relating to the requirements of Work Package #1 and Work Package #2 below.
  - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
  - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
  - a. Summary of approach to be taken.
  - b. Description of the organization and staffing to be used for the project.
  - c. Indication of information and participation the proposer will require from County staff.
  - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
  - a. Propose total fixed fees to complete project as described under Project Scope.
  - b. The selected Contractor will be required to provide insurance coverage as outlined in the Sample Contract – see Attachment-C, Paragraph 15. This amount of insurance coverage shall be reflected in your estimated professional fee.
  - c. The Contractor shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.
  - d. The Contractor shall be required to conform to the Indemnification requirements outlined in the Sample Contract – see Attachment-C, Paragraph 14.

### PROJECT DESCRIPTION AND SCOPE OF WORK

The County is soliciting bids for the purpose of exploring, identifying and marking utility runs at various locations on County property.

**This project comprises two separate work packages for which separate quotations are required (see below).** The County reserves the right to award the work packages to a single bidder, or to two separate bidders.

Note: Neither of these work packages requires excavation or digging.

There are three major locations that define the scope of the work including:

- 1) The Kansas Avenue Campus west of San Luis Obispo off Highway 1
- 2) The Johnson and Bishop Avenue complexes in the city of San Luis Obispo
- 3) The “old” hospital in the city of Atascadero

See Attachment-A for further details regarding these locations. “As designed” blueprints and/or drawings are available for many of these areas and will be made available to the successful bidder(s). However, bidders cannot expect to rely upon this information for the purposes mapping the “as is” utility runs.

#### **Work Package #1 – Explore and Document**

Within the defined areas (see Attachment-A) vendor will provide a one-time service to:

- 1) Explore and locate all underground utilities (including but not limited to gas, water, electricity, sewer, data, telephone, fiber) including both those currently in use and those abandoned.
- 2) Physically surface mark the identified utilities using standard paint marking schema.
- 3) Document the above so that the data is available to support activities in Work Package #2 defined below.
- 4) Provide electronic geographic data documenting the utility run mapping for subsequent use in the County’s Geographic Information System (GIS) database. Data shall be provided in a format conforming to the schema defined by the County Planning department. Refer to the following link on the County Internet site for technical details:
  - a. [San Luis Obispo County GIS File Requirements](#)

**Work Package #2 – Underground Service Alert (USA North) Ticket Support**

Vendor shall provide the following services for an initial period of 3 (three) years:

- 1) Upon receipt of “permit to dig” ticket requests from the Underground Service Alert (USA North), vendor shall locate and mark the identified dig areas using standard utility marking schema.
- 2) Vendor shall respond to ticket requests in a timely manner and will conform to the marking requirements and service level response times defined by USA North.
- 3) The scope of Work Package #2 shall include servicing USA North tickets relating to those County locations defined as an outcome of Work Package #1.
- 4) In addition, there are a number of other County locations for which existing “as-is” utility maps are available (See Attachment-B). Those locations shall also be marked when USA North tickets are received. Location data for these areas will be made available to the successful bidder in a mutually agreeable format.

Bidders submitting bids shall provide:

- Two separate and complete quotations; one for Work Package #1 and one for Work Package #2.
- Work Package #1 shall be quoted as a **fixed-price amount**
- Work Package #2 shall be quoted as a **not to exceed cost** over a 3 year contract period.
- **Bidders shall submit their quotations using the templates shown in Attachment-D.**

Bidder’s quotations for both work packages shall be fully inclusive of all labor, material (paint, whisksers, flags, etc.), and all other items required for performing the work.

Bidders submitting quotations must confirm that they will comply with all Terms and Conditions outlined in the sample Contract (Attachment-C) of this Request for Proposal.

**Bidders are reminded that both Work Packages are subject to the State of California prevailing wage law and quotations must reflect this. See Sample Contract Attachment-C, Paragraph 28.**

Bids that do not include all information required above may be rejected.

UTILITY EXPLORATION AND MARKING

Technical questions should be directed to:

Mark Moore  
General Services Agency  
County of San Luis Obispo  
(805) 781-5213  
[mamoore@co.slo.ca.us](mailto:mamoore@co.slo.ca.us)

OR

Guy Savage  
General Services Agency – Information Technology  
County of San Luis Obispo  
(805) 781-5200  
[gsavage@co.slo.ca.us](mailto:gsavage@co.slo.ca.us)

UTILITY EXPLORATION AND MARKING

Attachment-A

Utility Locations – Rough Overview

*Kansas Avenue Campus – North of the City of San Luis Obispo, along Highway 1 (Cabrillo Highway)*



1 – Sheriff’s Facilities

Includes:

Men’s and Women’s Jail (secure, escort required)

Administration (secure, escort required)

2 – Sheriff’s Investigations / Detectives / Crime Lab

3 – County Emergency Operations Center (co-habited by PG&E)

4 – County Communications

5 – Storage and Maintenance

6 – Storage

X – not numbered, Storage

7 – Public Works Water Treatment and Fleet Services

X – not numbered, red tile roof Juvenile Detention Center

8 – Public Works Yard

X – not numbered, two modular

Media Center

Joint Information Center

9 – Storage

10 – Gas Pumps

11 – Honor Farm (secure, escort required)

12 – Sheriff Honor Farm Offices

13 – Animal Services

14 – Animal Services

X – not numbered, the Juvenile Services complex

Approximate complex center coordinates = 35.320999,-120.722269 (paste into Google Maps)

*Johnson and Bishop Complexes – City of San Luis Obispo*



- 1 – Old Adobe (Storage)
- 2 – Old Hospital, includes:
  - Administrative Offices, Mental Health, Secure Wing (escort required)
- 3 – Mental Health
- 4 – (non County)
- 5 – Probation Offices (secure, escort required)
- 6 – General Health Offices
- 7 – Health Offices
- 8 – Agricultural Commissioner and Farm Advisor Offices
- 9 – Public Health Offices

Approximate complex center coordinates = 35.275203,-120.645955 (paste into Google Maps)

*Old Hospital - 5575 Hospital Drive, Atascadero*



- 1 – Shed / Garage / Storage
- 2 – Public Health and Mental Health Offices

Approximate complex center coordinates = 35.492741,-120.663019 (paste into Google Maps)

UTILITY EXPLORATION AND MARKING

Attachment-B

Existing "As-Is" Utility Locations

Shandon

Lateral from WilTel on W. Centre St.

From WilTel (L3) conduit (approx. 35.65566 N. Lat. 120.385928 W. Long) south to north side of W. Center St. to surface pull box (approx. 35.65557 N. Lat. 120.385931 W. Long)



UTILITY EXPLORATION AND MARKING

**Paso Robles**

**Lateral from L3 at 12th St.**

Under railroad tracks to NW corner of 12th St. (approx. 35.626953 N. Lat. 120.687731 W. Long.)



**Templeton**

**Lateral from L3 at Creekside Ranch Rd.**

From L3 conduit along railroad track to SW corner of Creekside Ranch Rd. (approx. 35.55944 N. Lat. 120.69583 W. Long.)



**County Fiber L3 to Sheriff Sub-station**

From pull box at SW corner of Creekside Ranch Rd. (approx. 35.55944 N. Lat. 120.69583 W. Long.) along the north side of Creekside to pull box at the NE corner of N. Main and Creekside. North along the east side of N. Main St. to a pull box on the east side of N. Main St. across from the North County Regional Center driveway. **West along the north side of driveway into the network closet at the NW corner of the Sheriff sub-station.**



**UTILITY EXPLORATION AND MARKING**

**Atascadero**

**Lateral from L3 at Capistrano**

From L3 conduit along railroad track to Capistrano Ave. (approx. 35.500332 N. Lat. 120.662084 W. Long.)



**Lateral from WiTel at Cubrail**

From WiTel conduit on west side of railroad tracks to Cubrail Dr. (approx. 35.48899 N. Lat 120.64785 W. Long.)



**UTILITY EXPLORATION AND MARKING**

**Lateral from WiITel – Atas. San Rafael**

From WiITel conduit on east side of railroad tracks to about 150 north of the termination of San Rafael Rd. (approx. 35.46206 N. Lat. 120.62887 W. Long.)



**Santa Margarita**

**Lateral from WiITel – Santa Margarita**

From WiITel conduit on the south west side of the railroad tracks to west side of Encina Ave. (approx. 35.391225 N. Lat. 120.6068 W. Long.)



UTILITY EXPLORATION AND MARKING

San Luis Obispo

Lateral from L3 at Morrison St.

From L3 conduit along railroad tracks to Morrison St. (approx. 35.264264 N. Lat. 120.64723 W. Long.)



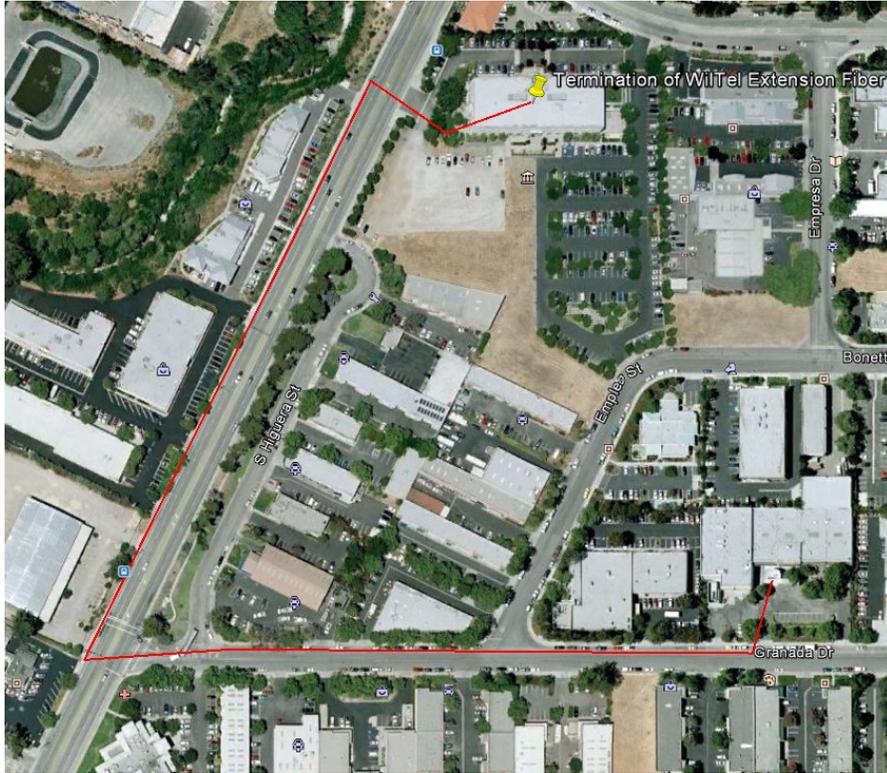
**County Fiber L3 to UMAN on Orcutt Rd.**

Underground from pull box on south side of Morrison St. at railroad tracks to the pole at the SE corner of Morrison and McMillan Ave. the aerial south along McMillan to Orcutt Rd. then underground to UMAN pull box,



County Fiber WilTel POP Granda to DSS Higuera

Underground from the WilTel POP to the conduit in the middle of Granda Dr. then west down Granda to the pole on the west side of S. Higuera St. opposite Granda. Aerial from S. Higuera and Granda north along Higuera to the pole opposite 3433 S. Higuera. Underground east across Higuera St. in the SW corner of the DSS building.



UTILITY EXPLORATION AND MARKING

SLO – Airport

From UMAN box at the SW corner of Broad St. & Airport Dr. then underground along west & north sides of Airport Dr. to the SE corner of Airport & Aero Dr., across Aero Dr. ~ 125' to at&t pull box; then SW under the parking lot into NW corner of the airport terminal building.



**County Fiber New Courthouse to Kimball/CSS buildings & GSA Santa Rosa**

Fiber exits 2nd floor of the new courthouse at 1050 Monterey St. then underground across the “Judges” parking lot to the SW corner of Santa Rosa & Monterey. Then north along Monterey to a pull box at the SW corner of the County’s parking lot into the Kimball building. Fiber traverses the Kimball buildings exiting Public Works offices on Toro St. crosses Toro St. and enters CSS building at 1200 Monterey St.

Fiber exits 2nd floor of the new courthouse at 1050 Monterey St. then underground across the “Judges” parking lot to the SW corner of Santa Rosa & Monterey. Then east along Santa Rosa St. entering GSA building at 1087 Santa Rosa.



**UTILITY EXPLORATION AND MARKING**

**SLO Library**

Underground from basement of old Courthouse across lawn and Osos St. to SE corner of SLO City/County library



**County Fiber Old Courthouse to New Govt. Ctr.**

Underground from basement of old Courthouse across Monterey St to New Govt. Center building. (Exact path needs to be determined.)



**SLO – Kansas Ave.**

Starts at the Sheriff's HQ building, 1585 Kansas Ave. running east inside the build, along the car port to the Communication's vault, thru the vault then underground to the EOC building. Actual location to be verified as part of Work Package #1.



**Los Osos**

**Lateral from WiTel at Los Olivos Ave.**

From WiTel conduit on north side of Los Olivos Ave. (approx. 35.31323 N. Lat. 120.831543 W. Long.) across Los Olivos to County access pull box (approx. 35.31313 N. Lat. 120.831543 W. Long.)



**County Fiber from WiTel Access Point to Sheriff Substation**

From County access, south side of 10 St. (approx. 35.31313 N. Lat. 120.831543 W. Long.) underground west along 10th St. to pole on SE corner of 10th and Los Olivos, then aerial across 10th St. due east about 200' then across Los Olivos into the sub-station.



**Grover Beach**

**Lateral from L3 at Morrison St.**

From L3 conduit on west side of railroad tracks under the tracks to S. 4th St (approx. 35.11640 N. Lat. 120.62665 W. Long.)



**Oceano**

**Lateral from L3 at Hwy 1**

From L3 conduit on west side of railroad tracks under the tracks to parking lot across Pacific Coast Hwy from Sheriff sub-station (approx. 35.10173 N. Lat. 120.617111 W. Long.)



**Oceano**

**County Fiber to Sheriff Sub-Station**

From County access point at the edge of the Oceano Depot parking lot. (approx. 35.10173 N. Lat. 120.617111 W. Long.) across PCH (Cabrillo Highway) into the Sheriff sub-station.



**Nipomo**

**Lateral from L3 at Hwy 1**

From L3 conduit on east side of railroad tracks to the west side of Pacific Coast Hwy at the intersection of Calendar Road (approx. 35.05449 N. Lat. 120.59586 W. Long.)



**Attachment-C  
Sample Contract**

**CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR**

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and \_\_\_\_\_, an independent contractor (hereinafter referred to as "Contractor").

**WITNESSETH**

**WHEREAS**, the County of San Luis Obispo has need for special services and advice in \_\_\_\_\_; and

**WHEREAS**, Contractor is specially trained, experienced, expert and competent to perform such special services;

**NOW, THEREFORE**, the parties mutually agree as follows:

**1. Scope of Services.** Pursuant to this Contract, Contractor shall provide to County the following special services:

	Scope of Services is defined as Work Package #1 and Work Package #2 as set forth in this Request for Proposal.	
_____	_____	_____
_____	_____	_____
_____	_____	_____

**2. Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the sum of not to exceed \$xxxxx, within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County Department for whom contractor is directly working.

**3. Billing.** Contractor shall submit to the County, on a basis, a detailed statement of services performed during that preceding period, including the number of hours of work performed.

**4. Term of Contract.** This Contract shall commence on, and shall terminate on \_\_\_\_\_, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein. Termination of the Contract may be effectuated by the Department Head without the need for action, approval or ratification of the Department of General Services.

**5. Termination of Contract for Convenience of Either Party.** Either party may terminate this Contract at any time by giving to the other party 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

**6. Termination of Contract for Cause.** If contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County or if \_\_\_\_\_, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

**7. Equal Employment Opportunity.** During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CFR Part 60).

**8. Entire Agreement and Modification.** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other

benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

**9. Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation or sublease without the County's prior written consent shall be considered null and void.

**10. Covenant.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

**11. Enforceability.** If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**12. Employment Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any county retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for any other benefit which accrues to a County employee.

**13. Warranty of Contractor.** Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

**14. Indemnification** Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

- 1) Violation of statute, ordinance, or regulation.
- 2) Professional malpractice.
- 3) Willful, intentional or other wrongful acts, or failures to act.
- 4) Negligence or recklessness.
- 5) Furnishing of defective or dangerous products.
- 6) Premises liability.
- 7) Strict Liability.
- 8) Inverse condemnation.
- 9) Violation of civil rights.
- 10) Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

**15. Insurance** Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

**MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

(Contact Risk Management for variation of insurance requirements for large or small contracts that may not fit the standard insurance requirements)

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

- \$1,000,000 each occurrence (combined single limit);
- \$1,000,000 for personal injury liability;
- \$1,000,000 aggregate for products-completed operations; and,
- \$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

b. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL")**

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

d. **PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")**

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

**DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers

and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

**ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

**ABSENCE OF INSURANCE COVERAGE**

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's

discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

**PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor’s insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, A.M. Best Rating of “A-FSCVII” or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to: List County Department & Contact.

**16. Subcontractors.** The Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

**17. Records.**

a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.

b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.

c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

[ALTERNATE PARAGRAPH]

**18. Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and to the Contractor:

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**19. Cost Disclosure - Documents and Written Reports.** Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

**20. Copyright.** Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

**21. Findings Confidential.** No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

**22. Equipment and Supplies.** Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

**23. Clean and Orderly Work Site.** Housekeeping is the Contractor's responsibility and good housekeeping is necessary at all times to prevent accidents and injuries. Contractor shall ensure the job site kept as clean and orderly as possible while work is being performed. At the end of the work, the job site must be left in an acceptable condition. Contractor shall be responsible for removing all rubbish and for any required restoration of work site when the work is completed. Should the Contractor fail to remove rubbish or perform any necessary restoration of the work site, such work may be performed by the County at the Contractor's expense. A County representation will make a final inspection to determine the adequacy of the final clean up.

**24. Primary Contact.** The Contractor shall designate an individual(s) to serve as the primary point of contact for the agreement. The primary contact(s) shall respond to County inquiries within one (1) business day. The Contractor shall not change the primary contact(s) without prior notification to the County's representative. The primary contact shall provide a telephone number(s) where he/she can be reached during and after normal business hours.

**25. Protection of Persons and Property.** The Contractor shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the services, including but not limited to the Occupational Safety and Health Act of 1970 (OSHA). This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, and similar subjects.

**26. Ownership of Information.** All submittals, records, worksheets, reports, documentation and any other related information or data furnished in any format by the Contractor in accordance with the defined Work Packages herein shall become the sole property of the County.

**27. Warranty.** Contractor shall execute and complete all the work as set forth in the stated requirements, specifications, and drawings in the best and most workmanlike manner. Contractor expressly warrants its labor, workmanship, and material shall conform to the stated requirements, specifications, and drawings, and be free of defects for one year from the date of acceptance of the work by the County. In the event of a defect, County shall provide written notification of said defect to the Contractor and will provide the Contractor a reasonable amount of time to cure any defects. In the event the Contractor fails to promptly cure the defect, the County reserves the right to take remedial action to cure the defect at the Contractor's expense.

**28. Prevailing Wage.**

a. Contractor shall comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any "public works" (as that term is defined in the statutes) performed under this Contract. For purpose of compliance with prevailing wage law, the Contractor shall comply with provisions applicable to an awarding

body. Compliance with state prevailing wage law includes without limitation: payment of at least prevailing wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law.

b. Contractor shall certify to the County on each invoice submitted that prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Contractor and all subcontractors complied with prevailing wage laws. Prior to the release of any retained funds under this Contract, the Contractor shall submit to the County a certificate signed by the Contractor and all subcontractors performing public works activities stating that prevailing wages were paid as required by law.

c. Flowdown Requirements. Contractor shall ensure that all agreements with its subcontractors to perform work related to this Program contain the following provisions:

“Contractor shall comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720; and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for all construction, alteration, demolition, installation, repair or maintenance work over \$1,000 performed under the contract. Contractor’s obligations under prevailing wage laws include without limitation: pay at least the applicable prevailing wage for public works activities performed under this Contract; comply with overtime and working hour requirements; comply with apprenticeship obligations; comply with payroll recordkeeping requirements; and comply with other obligations as required by law.”

**IN WITNESS THEREOF**, County and Contractor have executed this Contract on the day and year first herein above set forth.

APPROVED AS TO FORM AND LEGAL EFFECT:

CONTRACTOR:

Warren R. Jensen  
County Counsel

\_\_\_\_\_

By: \_\_\_\_\_  
Deputy County Counsel

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

State of California  
County of \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

On \_\_\_\_\_ before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_  
personally known to me (or proved to me on  
the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me  
that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that  
by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of  
which the person(s) acted, executed the  
instrument.

Approved by the Board of Supervisors this on  
\_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

I certify under PENALTY OF PERJURY under the  
laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

UTILITY EXPLORATION AND MARKING

**Attachment-D  
Bidder Quotation Response Forms**

Bidders are required to provide quotations using these forms.  
Both forms can downloaded in Excel format from the County Purchasing Website.

Utility Exploration and Marking - Work Package #1 Cost Proposal			
Fixed Price Bid			
Description	Quan	Unit Price	Total
<b>Proposed Labor Costs</b>			
Exploration			\$ 1.00
Other [specify]			\$ 1.00
Other [specify]			\$ 1.00
<b>Total Proposed Labor Costs</b>			\$ 3.00
<b>Proposed Professional Services Costs</b>			
CAD tasks			\$ 1.00
Documentation			\$ 1.00
Project management			\$ 1.00
Other [specify]			\$ 1.00
Other [specify]			\$ 1.00
Other [specify]			\$ 1.00
<b>Total Proposed Professional Services Costs</b> <i>(Please include all travel and personal expenses)</i>			\$ 6.00
<b>Proposed Material Costs</b>			
Paint			\$ 1.00
Other [specify]			\$ 1.00
Other [specify]			\$ 1.00
Other [specify]			\$ 1.00
<b>Total Proposed Material Costs</b>			\$ 4.00
<b>Insurance Fee to Comply with County General Conditions</b>			\$ 1.00
<b>TOTAL PROPOSED FIXED PRICE BID</b>			\$ 14.00

County will be responsible for all taxes (including sales, use, property, excise, value added and gross receipts but not including taxes based on Contractor's income), import duties and fees and charges of any kind levied or imposed by any federal, provincial, state or local governmental entity in connection with any services provided by Contractor to County.

**UTILITY EXPLORATION AND MARKING**

<b>Utility Exploration and Marking - Work Package #2 Cost Proposal</b>			
<b>Not to Exceed Bid</b>			
Description	Quan	Unit Price	Total
<b>Proposed Labor Costs</b>			
Exploration			\$ 1.00
Other [specify]			\$ 1.00
Other [specify]			\$ 1.00
<b>Total Proposed Labor Costs</b>			<b>\$ 3.00</b>
<b>Proposed Professional Services Costs</b>			
CAD tasks			\$ 1.00
Documentation			\$ 1.00
Project management			\$ 1.00
Other [specify]			\$ 1.00
Other [specify]			\$ 1.00
Other [specify]			\$ 1.00
<b>Total Proposed Professional Services Costs</b> <i>(Please include all travel and personal expenses)</i>			<b>\$ 6.00</b>
<b>Proposed Material Costs</b>			
Paint			\$ 1.00
Whiskers			\$ 1.00
Markers			\$ 1.00
Other [specify]			\$ 1.00
<b>Total Proposed Material Costs</b>			<b>\$ 4.00</b>
<b>Insurance Fee to Comply with County General Conditions</b>			<b>\$ 1.00</b>
<b>TOTAL PROPOSED NOT TO EXCEED BID</b>			<b>\$ 14.00</b>

County will be responsible for all taxes (including sales, use, property, excise, value added and gross receipts but not including taxes based on Contractor's income), import duties and fees and charges of any kind levied or imposed by any federal, provincial, state or local governmental entity in connection with any services provided by Contractor to County.